

Memorandum of Agreement for Secretaries
August 16, 2005

Duration: The contract shall be in force from July 1, 2005 through June 30, 2008

Salaries: Salaries for the length of the contract shall be as follows:

	'05-'06	'06-'07	'07-'08
Linda Quimby and Leana Pesce	\$28,100	\$29,224	\$30,392
Joan Maas	\$33,371	\$35,225	\$36,846
Roe Julianno	\$37,268	\$38,738	\$40,268

Everything else remains the same.

Karen E. Haner

*Shirley
8/16/05*

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AGREEMENT BETWEEN
LITTLE FERRY BOARD OF EDUCATION

and

LITTLE FERRY
EDUCATION ASSOCIATION

SECRETARIAL CONTRACT

JULY 1, 2005 – JUNE 30, 2008

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Schedule A - Secretarial Salary Guide

PREAMBLE

This Agreement entered into by and between the Board of Education of the Borough of Little Ferry, New Jersey, hereinafter called the Board, and the Little Ferry Education Association, hereinafter called the Association, encompasses the agreement reached by the parties after negotiations in accordance with Chapter 123 of the Laws of the State of New Jersey as amended.

ARTICLE 1
RECOGNITION

1. The Board hereby recognizes the Association as the exclusive representative for the purpose of collective negotiations with respect to the terms and conditions of employment for the following full-time or part time personnel under contract, or leave:
 - A. Secretaries except those employed in the Superintendent's Office.
 - B. Secretaries except those employed in the business office.
 - C. Clerical except those employed in the Superintendent's Office or business office.
 - D. Part time personnel is defined as an employee who is employed on a regular basis and shall exclude temporary employees hired on a substitute and/or irregular basis and paid on an hourly rate.
2. Those positions covered by Paragraph 1A-1C shall be entitled to all contractual benefits on a pro rata basis, except that any insurance benefits shall be granted only to those who work twenty-one (21) hours per week or more.
3. All other persons, positions and units not specifically defined in Paragraph 1, A through C, are excluded. The exclusion includes the Executive Secretary to the Superintendent of Schools, the Office Manager/Executive Secretary to the Business Administrator and those part-time workers who work on an irregular, infrequent basis.
4. Under this Contract, the term Secretary as used throughout, shall refer to all personnel under A through C of the "Recognition" Article

ARTICLE 2

NEGOTIATION PROCEDURE

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123. Public Law 1974, as amended, in a good-faith effort to reach agreement on the terms and conditions of employment. Such negotiations shall be conducted according to the time guidelines promulgated by PERC. Any agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board at a regular or special public meeting and ratified by the membership of the Association.

ARTICLE 3
GRIEVANCE PROCEDURES

1. **DEFINITIONS**

- A. A "grievance" is a claim based upon an event or condition which affects any of the provisions of this Agreement.
- B. An "aggrieved person" is the person or persons making the claim.
- C. A "party in interest" is the person or persons making the claim, and any person who might be required to take action, or against whom action may be taken in order to resolve the claim.

2. **PURPOSE**

- A. The purpose of this procedure is to secure, at the lowest possible level, solutions to the grievance. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- B. Nothing herein contained shall be construed as limiting the right of any employee to discuss informally with any appropriate member of the administration situations which might lead to a grievance. The situation may be adjusted without intervention of the Association provided the adjustment is not inconsistent with terms of this agreement.

3. **PROCEDURE**

- A. A grievance must be filed within fifteen (15) school days of its occurrence.

- B. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limit specified may, however, be extended or reduced by mutual consent.
- C. In general, three levels of discussion are provided in the communication channel. First, with the immediate administrator; second, with the Superintendent of Schools, and, third, with the Board of Education.
- D. Grievances at all levels stating the contractual violations shall be submitted in writing. Decisions shall be submitted in writing to the interested parties. Prior to filing any grievance, the Association shall notify, in writing, those employees who are or may be affected.
- E. **Level 1** – Discussions at this level will be between the immediate administrator and the staff member. Failure to resolve questions at this level within ten (10) school days would permit the aggrieved party to take the grievance to the second level within five (5) school days.
- F. **Level 2** – Discussions at this level will be between the Superintendent of Schools and the staff member. Failure to resolve questions at this level within ten (10) school days would permit the aggrieved party to take the grievance to the third level within five (5) school days.
- G. **Level 3** – Discussions at this level will be between the Board of Education, the Superintendent of Schools and the staff member. The

Board of Education shall render its decision within twenty (20) school days from receipt of the grievance.

H. The Little Ferry Board of Education shall be the final step in the grievance procedure.

I. If a decision has been rendered at any level, the grievance becomes null and void if the aggrieved party or his representatives do not appeal to the next higher level within the stipulated number of days.

J. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

K. The grievance must be hand delivered to the Principal, Superintendent or Board Secretary/Business Administrator in the proper order. The recipient must give written acknowledgement of its delivery, with time and date duly noted.

L. Whenever a grievance is originally filed, the Superintendent of Schools shall receive a copy of the grievance immediately so that he may be fully informed to its nature. The one filing the grievance shall be responsible for a copy being delivered to the Superintendent.

4. REPRESENTATION

Any party in interest may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all steps of the grievance procedures.

ARTICLE 4

SALARIES

1. The salaries for all employees covered by this Agreement for 2005/2006, 2006/2007, and 2007/2008 are set forth in Schedule A attached.
2. All employees shall be paid semimonthly for the term of their contracts.
3. When a payday falls on or during a school holiday, vacation or weekend, secretaries shall receive their paychecks on the last previous working day.
4. Secretaries may elect to have a portion of their salaries deducted from their pay and deposited in their accounts at an approved local financial institution.
5. Nothing in this Article 4 shall be construed as a guarantee of employment.

ARTICLE 5

HOURS

1. The work year shall be from July 1st to the next June 30th.
2. A. Every work day shall consist of eight (8) hours, including one hour for lunch. The normal work week shall consist of five (5) days (35 work hours). The normal work day will be from 8:00 a.m. to 4:00 p.m. If the Board chooses to change the hours of the school day, the secretaries will begin their day one-half (1/2) hour before the students and continue for eight (8) hours. If a Supervisor needs to change a secretary's hours for a special project, said hours will be changed for a fixed period of time. In case of emergency the lunch period of one hour may be adjusted by the immediate supervisor.
- B. Provided that the Superintendent of Schools or his designee authorizes in writing and in advance, any work day of more than eight (8) hours for any secretary the time worked as authorized by the Superintendent or his designee in accordance with the paragraph 2B in excess of an eight (8) hour day, shall be computed as overtime pay in accordance with the State Labor Laws. Such pay shall be included in the employee's next pay check.
- C. On single session days for students, in the event a secretary does not get the time to take a lunch hour because she must remain in duty, such secretary shall be allowed to leave work early by the same amount of time equal to the lost lunch hour.

- D. On student single session days before a holiday, the Superintendent of Schools or his designee has the discretion to authorize early dismissal for secretaries on an individual basis but in no event shall such dismissal be before 1:30 p.m.
 - E. If prior to school opening for the day, school is canceled for an emergency, secretaries shall not be required to report to work.
3. Unless specifically provided for in Article 7, employees are expected to report to work every day including days when school may be closed for students and/or teaching staff. Unexcused absences shall be deducted as follows:
- 1/260 of annual pay for twelve (12) months;
 - In addition, unexcused absences may be grounds for withholding increments and/or dismissal.
4. Nothing in this Article 5 shall be construed as a guarantee of hours of work per week, per day, term or a guarantee of employment.

ARTICLE 6

AGENCY SHOP

No employee shall be required to become a member of the Union as a condition of employment. Each employee shall have the right to join, not join, maintain, or drop his membership in the Union. No employee shall be discriminated against on account of his membership or non-membership in the Union.

Membership in the Union shall be separate, apart and distinct from the assumption by each employee of his equal obligation to support financially the costs of collective bargaining from which the employee receives benefits equal to those received by Union members. It is recognized that the Union is required both under law and under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. Inasmuch as the terms of this Agreement have been made for all employees in the bargaining unit, and all employees derive benefits thereunder, it is fair that each employee in the bargaining unit assume his fair share of the obligation along with grant of equal benefit contained in the Agreement.

In accordance with the policy set forth under Paragraphs 1 and 2 of this Article, the Board agrees to deduct from the monthly salary of all employees the amount of monthly Association dues. Remittance of dues collected shall be made to the Association at the end of each calendar month, together with a list of employees from whose pay such deductions were made. Deduction of Association dues shall be made pursuant to N.J.S. 52:14-5 9e.

The Union agrees to indemnify the Board against all claims made against it as a result of the application of this section.

1. Purpose of the Fee

If a secretary does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.

2. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to the maximum allowed by law.

3. Deduction and Transmission of Fee

The Board agrees to deduct from the salary of any secretary who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section 2 above and promptly will transmit the amount deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each secretary during the remainder of the membership year in question. The deductions will begin thirty (30) days after the secretary begins his or her employment in a bargaining unit position.

4. If a secretary who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said secretary during the membership year in question and promptly forward same to the Association.

5. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association

6. Save Harmless

The Association shall save the Board harmless from claims raised against it by an employee as a result of the fulfilling its obligations under this Article.

ARTICLE 7

VACATIONS and HOLIDAYS

1. A. Vacations shall be provided twelve (12) month employees qualified for the same I in accordance with the following schedule:

Employees who have been on the payroll for more than twelve (12) consecutive months, shall be entitled to two (2) weeks vacation.

Employees who have been on the payroll for a period of five (5) completed years of continuous employment shall be entitled to fifteen (15) working days vacation.

Employees who have been on the payroll for a period of ten (10) completed years of continuous employment shall be entitled to twenty (20) working days vacation.

- B. Vacation benefits are earned from the period of July 1st of any year to the succeeding June 30th. Vacations shall be taken the year immediately following the year in which the vacation was earned.
- C. For any vacation time the employee shall submit their request to the Superintendent of Schools who shall have the right to schedule the employee's vacation subject to the approval of the Board of Education. Vacation shall be

scheduled so that it will have a minimum effect on the efficient operation and needs of the Board of Education.

- D. In the event an employee is on the payroll for less than twelve (12) full consecutive months, he shall not be entitled to any accrued vacation benefits.
2. Twelve (12) month employees covered by this Agreement shall be entitled to sixteen (16) holidays. The specific days will be determined by the Board. No holiday will be allowed when schools are in session. The holiday schedule will be determined by the Board prior to June 30th preceding the contract year.
- A. If a holiday should fall during an employee's vacation period, the employee shall receive an extra day off, which day shall be scheduled by the Board.
 - B. An employee who is eligible to receive holiday pay shall not receive the same unless he works his full scheduled work days both preceding and following the holiday. A sick day is considered a day of work.
 - C. If for any reason school should remain open on any holiday, the employees will be required to work at the regular rate but will be given time off as the law requires.

ARTICLE 8

TEMPORARY LEAVES OF ABSENCE

1. Death in the Immediate Family

- A. A maximum of four (4) days without loss of pay will be allowed for absence due to the death in the immediate family. The four (4) days shall be reduced by any intervening non-school days(s): for example, if the first day is taken on a Friday, only that day and the immediately following Monday shall be allowed with pay. Should an additional day be needed, use of a personal day will be allowed upon notice of Administration and the required notice time of the personal day will be waived. Leave beyond the five (5) day period may be allowed on one-half (1/2) pay at the discretion of the Board.
- B. In the event of the death of an employee's or spouse's uncle, aunt, or relative not in the immediate family, there shall be allowed a one (1) day absence without loss of pay.

2. Maternity Leave

As required by State law.

3. Absence for Jury Duty

Absence for jury duty shall not count in calculating absence limitations under other sections. The salary paid by the Little Ferry Public Schools during absence for jury duty shall be at the regular rate less the fee paid by the government for such jury duty.

4. Other Personal Absences

Three (3) personal days per year to be granted to any employee who requires same without loss of pay if such request is submitted in writing at least five (5) days in advance. The personal days shall be:

- A. Religious observances;
- B. Death not included in Article 8, Section 1;
- C. For reasons which would qualify under the Federal of State Family Leave Act;
- D. Any other personal reason subject to the prior approval of the Superintendent of Schools at his/her discretion.

It is further provided that no such personal day can immediately precede or follow any school vacation, school holiday or weekend without the Superintendent's prior approval, at his/her sole discretion. One (1) personal day may be carried to a subsequent year. The Superintendent of Schools or his/her designee may, in cases of emergency and at his/her sole discretion, waive the five (5) day notice requirement provided for in this paragraph.

5. For Other Absences

For all other absences, and employee's regular salary shall be reduced by 1/260 for twelve month employees.

ARTICLE 9

SICK LEAVE

1. All twelve (12) month employees shall be entitled to thirteen (13) sick days for each contract year. Unused sick days shall be accumulated from year to year, with no maximum limit for use in case of illness.
2. Employees may accumulate unused sick days in accordance with N.J.S.A. 18A:30-3.
3. One day of sick leave may be charged for a family illness.

ARTICLE 10

INSURANCE PROTECTION

1. Employees shall receive the same health care and dental care benefits as the teachers.
2. Insurance benefits shall not be applicable to employees who work fewer than twenty-one (21) hours per week.
3. Employees shall receive up to a maximum of \$150.00 each reimbursement per contract year for prescription glasses.

ARTICLE 11

MISCELLANEOUS PROVISIONS

1. If any provision of this Agreement or any application of this Agreement is held to be contrary to law, then such provisions or application shall not be deemed valid, or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
2. Any individual contract between the Board and an individual covered by this Agreement heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
3. All prior agreements either oral or written and any past practices or policies are hereby cancelled and this Agreement constitutes the entire Agreement between the parties.
4. Secretaries may on a rotating basis, use one-half (1/2) hour of their lunch time to attend the four (4) LFEA meetings held after school dismissal.
5. In the event of a reduction of force (RIF), the Board will use seniority if the employees' abilities and skills are equal. The decision to reduce the number of secretarial or clerical employees shall remain exclusively with the Board. Seniority, if used to determine the order of layoff, will provide that the least senior employee in the job category will be the first to go.

6. Ten (10) copies of this Agreement shall be supplied at the expense of the Board after agreement with the Association, on format, with thirty (30) days after the Agreement is signed.
7. Whenever any notice is required to be given by either party to this Agreement, either party shall do so by telegram or registered letter at the follow addresses:
 - A. If by the Association to the Board at 130 Liberty Street, Little Ferry, N.J. 07643;
and
 - B. If by the Board to the Association at 130 Liberty Street, Little Ferry, N.J. 07643.

SCHEDULE A

SALARIES

	'05-06	'06-07	'07-08
Linda Quimby and Leana Pesce	\$28,100	\$29,224	\$30,392
Joan Maas	\$33,371	\$35,225	\$36,846
Roe Julianno	\$37,268	\$38,738	\$40,268

ARTICLE 12

DURATION

This Agreement shall be effective from the period July 1, 2005 and shall remain in effect for the school years through June 30, 2008. This Agreement will be in full force and effect until a successor agreement has been completely negotiated.

Attest:

LITTLE FERRY BOARD OF EDUCATION



PETER IAPELLI, SECRETARY

By:



JOHN TRONLONE, PRESIDENT

LITTLE FERRY EDUCATION ASSOCIATION



KELLY DYER, SECRETARY

By:



ELAINE SHIELDS, PRESIDENT